1. Agenda

   Documents:

   AGENDA 02-06-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 02-06-20.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
February 6, 2020
5:30 P.M.

AGENDA

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Paul DeDominicas (W4), Patrick McFarlin (W5), Jeff Moore (W6)
Absent:
****
MAYOR'S COMMENTS:
****
1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on January 30, 2020 are approved and placed on file among the public records of the City Clerk's Office

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
****
2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending February 5, 2020 in the amount of **$ _____** are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
****
3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for the week of January 28 – February 3, 2020
- Report from the Building Inspector's office for the week of January 29 – February 4, 2020
- Reports from the Police Department dated February 3, 2020
- Report from the City Clerk's Office of all monies received during the month of January 2020 in the total amount of $10,105.00

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

Governance, Strategy, and City Operations- Chair Councilor Barbell

City Infrastructure – Chair Councilor Moore

Finance and Budget – Chair Councilor Kelly

Public Safety – Chair Councilor Gibbs

Plattsburgh Public Library – Chair Councilor DeDominicas

MLD - MLD Board President Councilor McFarlin

RESOLVED: That the reports as listed are hereby ordered received and any written reports are placed on file among the public records of the City Clerk's Office.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

****

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

****

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending February 7, 2020 in the amount of **$ _____** are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

****

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

_____

****

7. OTHER ITEMS:

A. RESOLVED: In accordance with the request therefore the Common Council approves that the City Chamberlain is authorized to revise capital project H8130.63, 2018 WRRF Dewatering Improvements, by increasing the project appropriation to $6,720,000 to implement the revised project improvements. Funding will be provided for this project from Clean Water and NYS ESD Grants, as well as, zero percent interest bonding issued on behalf of the City under the Clean Water WIIA financing program.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

B. RESOLVED: In accordance with the request therefore the Common Council approves that the City Chamberlain is authorized to revise capital project H8130.64, 2018 WRRF Mitigation, by increasing the project appropriation to $1,000,000 to implement the revised project improvements. Funding will be provided for this project amount from a Clean Water WIIA Grant, as well as, zero percent interest bonding issued on behalf of the City under the Clean Water WIIA financing program.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

C. **RESOLVED:** In accordance with the request therefore the Common Council approves awards WRRF Dewatering Upgrades Contract No. 1E – Electrical to the low bidder, Triangle Electrical Systems Inc. in the amount of $773,091. The Mayor is hereby authorized to sign all necessary paperwork.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

D. **RESOLVED:** In accordance with the request therefore the Common Council approves awards WRRF Dewatering Upgrades Contract No. 1G – General to the low bidder, Branon Construction Company Inc. in the amount of $4,497,500. The Mayor is hereby authorized to sign all necessary paperwork.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

E. RESOLVED: In accordance with the request therefore the Common Council approves awards WRRF Dewatering Upgrades Contract No. 1M – Mechanical to the low bidder, L.H. LaPlante Company Inc. in the amount of $156,000. The Mayor is hereby authorized to sign all necessary paperwork.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

F. RESOLVED: In accordance with the request therefore the Common Council approves that the Mayor be authorized to sign Change Order No. 3 to the "Asbestos Abatement and Demolition of Plattsburgh Municipal Lighting Department (PMLD) Buildings" contract with Ormsby Trucking and Excavating in the amount of $9,240.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

G. RESOLVED: In accordance with the request therefore the Common Council approves that the Mayor is authorized to sign an agreement with American Bass Anglers, Inc and Adirondack Coast Visitors Bureau to host a Bass Pro Shop Open Series fishing tournament September 26-27, 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

H. RESOLVED: In accordance with the request therefore the Common Council approves that the Mayor is authorized to sign an agreement with Reynolds Boats Northern Bass Tournaments and Adirondack Coast Visitors Bureau to host a Bass tournament on July 25, 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

I. RESOLVED: In accordance with the request therefore the Common Council approves the Mayor to enter into an agreement with Saranac Power Partners for the installation of two (2) stop signs to be placed within the City Right-of-way of Weed Street. The terms and conditions for the proposal are set forth in the attached agreement.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

8. TRAVEL REQUEST: None

****

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

****

10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

_____

_____

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

_____

_____

****

Motion to Adjourn by Councilor _____; Seconded by Councilor _____
Councilors Barbell, Kelly, Gibbs, DeDominicas, McFarlin, Moore
MEETING ADJOURNED: _____

DISCOVER
Plattsburgh

Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
Fax: 518-561-8236
lawlisss@cityofplattsburgh-ny.gov

MEMO

TO: Mayor Colin L. Read
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: January 28, 2020

RE: Fire and Ambulance Responses

For this week's period: Tuesday, January 28, 2019 to Monday, February 3, 2020
our Department has responded to the following:

Fire Calls 15

1 dispatched cancelled en route
1 citizen complaint with investigation
8 alarm activations with investigation of cause
4 EMS initiated patient care prior to transport ambulance
1 extrication of victim from building structure

Ambulance Calls 58

Mutual Aid by CVPH 10

DEPARTMENT: Building Inspector REPORTING PERIOD: 01/29/20 TO 02/04/20

REFERENCE / COMPLAINT/VIOLATION	LOCATION / CASE	COMMENT	AREA / SOURCE	RESPONSIBLE PARTY / SEVERITY	CREATED / COMPLIED
NOTICE		NOTICE	NEW		
FOLLOW UP		INSPECTION	NEW		
ORDER REMEDY		NOTICE	NEW	LETTER	
APPERANCE TICKE		OTHER	NEW		

INSPECTION	INSPECTOR	REQUESTED	SCHEDULED	RESULTS	FEE AMOUNT
COMPLAINT	NICK WALKER	02/02/20	02/02/20		.00
COMPLAINT	NICK WALKER				.00
COMPLAINT/VIOLATION TOTALS					.00

DEPARTMENT TOTALS 6 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 01/29/20-02/04/20: 6 CREATED 0 COMPLIED

REPORT TOTALS 6 COMPLAINTS/VIOLATIONS .00
COMPLAINT/VIOLATION ACTIVITY 01/29/20-02/04/20: 6 CREATED 0 COMPLIED

** END OF REPORT - Generated by Lisa Beebie **

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 01/26/2020 00:00 TO 02/02/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	0	0	0	0	0	0	0	2	0	0	2	0	4
ABC VIOLATIONS	0	1	0	0	0	0	0	0	0	0	0	0	0	1
ABSCONDED	0	0	0	0	0	0	0	0	1	0	0	0	0	1
AIDED MEDICAL	0	0	0	0	0	1	0	2	4	0	2	2	2	13
ALARM	0	1	0	0	0	2	0	0	0	0	1	0	0	4
ANIMAL DOMESTIC	0	0	0	0	0	0	0	1	0	0	0	1	2	4
ASSAULT	0	0	1	0	0	0	0	0	0	0	0	1	0	2
BEAT MONITORING	0	5	0	0	0	0	0	0	0	0	0	0	0	5
BKGRND INVST CIVILIAN	0	0	0	0	8	4	0	0	0	0	0	0	0	12
BKGRND INVST SWORN	0	0	0	0	0	0	3	0	1	0	0	0	0	4
BURGLARY	0	0	0	0	0	0	0	0	0	0	1	0	0	1
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
DISORDERLY PERSONS	0	1	4	0	0	1	0	1	0	0	0	0	0	7
DOG SEIZURE	0	0	0	0	0	0	0	1	0	0	0	0	0	1
DOMESTIC	0	0	0	0	0	0	1	0	0	0	3	2	1	7
DOOR UNLOCKING	0	0	0	0	1	0	1	1	2	0	2	0	0	7
DRUG INVESTIGATION	0	0	0	0	0	0	0	1	2	0	0	0	0	3
EMOTIONALLY DISTRBD PERSN	0	0	0	0	0	0	1	0	1	1	0	0	0	3
FINGERPRINTING	0	0	0	0	0	0	0	6	2	0	1	0	0	9
FOOT PATROL	0	0	0	1	0	0	0	0	0	0	0	1	0	2
FRAUD	0	0	0	0	0	0	0	1	0	0	0	0	0	1
HARASSMENT	0	0	0	0	0	0	0	0	0	0	0	1	0	1
INSECURE PROPERTY	0	1	0	0	0	0	0	0	0	0	0	0	0	1
JUVENILE	0	0	0	0	0	2	1	0	0	0	0	0	0	3
LARCENY	0	0	0	0	2	0	1	2	1	2	0	1	2	11
LOST AND FOUND	0	0	1	0	0	0	1	0	0	1	0	0	0	3
M/V ACCIDENT	0	0	0	0	0	3	2	2	4	0	1	0	0	12
M/V OFFENSE	0	0	0	0	0	0	0	0	0	1	0	0	1	2

MEDIATION-NO OFFENSE	0	0	1	0	0	0	0	0	1	0	0	0	0	2
MISC CALLS	0	0	1	0	0	0	0	3	1	2	0	0	1	8
MISC OFFENSES	0	0	0	0	0	0	1	1	1	0	0	0	0	3
NOISE VIOLATION	0	6	2	1	0	1	0	0	0	2	1	2	4	19
PARKING VIOLATIONS	0	0	0	0	0	0	1	1	3	1	0	0	0	6
PAROLE NOTIFICATION	0	0	0	0	0	0	2	1	0	0	0	0	0	3
PRISONER TRANSPORT	0	0	0	0	0	3	0	0	0	0	1	0	0	4
PROPERTY RETRIEVAL	0	0	0	0	0	0	0	1	1	0	0	1	0	3
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	1	0	1	0	0	0	0	2
SERVICES	0	0	1	0	0	0	0	0	1	2	0	0	0	4
SEX CRIMES	0	0	0	0	0	0	0	0	1	1	0	0	0	2
SEX OFFNDR REGISTRATION	0	0	0	0	0	1	2	0	1	0	0	0	0	4
SICK LEAVE	0	0	0	0	0	0	0	3	7	1	0	0	0	11
SUSPICIOUS ACTIVITY RPT	0	0	2	0	1	0	1	0	0	0	0	3	0	7
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	0	1	0	2	0	3
TRAFFIC STOP	0	10	5	0	0	1	2	2	0	6	6	19	11	62
TRESPASSING	0	0	2	1	0	0	0	0	1	0	0	0	0	4
WARRANT	0	0	0	0	0	1	0	0	0	1	0	1	0	3
WELFARE CHECK	0	1	1	0	0	2	2	1	2	0	2	1	1	13
Totals:	0	26	21	3	12	22	23	31	41	23	21	40	25	288

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 02/02/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	1	3	0	1	1	0	0	2	0	0	4	1	13
ABC VIOLATIONS	0	6	0	0	0	0	0	0	0	0	0	0	0	6
ABSCONDED	0	0	0	0	0	0	0	0	1	0	0	0	1	2
ADMINISTRATIVE	0	1	0	1	0	1	1	0	0	1	1	0	0	6
AIDED MEDICAL	0	3	0	0	1	2	3	3	5	0	7	4	2	30
ALARM	0	1	2	1	3	3	3	2	0	1	3	0	1	20
ANIMAL DOMESTIC	0	0	0	0	0	1	0	2	1	2	1	3	3	13
ASSAULT	0	0	1	0	0	0	0	0	0	2	0	1	0	4
BEAT MONITORING	0	8	2	0	0	0	0	0	0	0	0	0	0	10
BKGRND INVST CIVILIAN	0	0	0	0	24	23	10	0	0	0	0	0	0	57
BKGRND INVST SWORN	0	0	0	0	0	0	3	0	1	0	0	0	0	4
BURGLARY	0	0	0	0	0	0	0	0	0	0	1	2	0	3
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	0	1	0	1
CITY CODE VIOLATION	0	0	0	0	0	0	0	0	0	1	2	0	0	3
CRIMINAL MISCHIEF	0	0	0	0	0	1	1	0	1	0	1	0	0	4
CROSSING GUARD	0	0	1	0	1	0	0	0	0	0	0	0	0	2
DEATH INVEST	0	0	0	0	0	0	1	1	0	0	0	0	0	2
DISORDERLY PERSONS	0	3	5	0	0	1	2	2	0	1	1	0	1	16
DOG SEIZURE	0	0	0	0	0	0	0	1	0	0	0	0	0	1
DOMESTIC	0	0	2	0	0	0	3	1	1	3	7	4	3	24
DOOR UNLOCKING	0	0	0	0	3	3	8	4	4	3	6	1	2	34
DRUG INVESTIGATION	0	1	1	0	0	0	2	3	2	1	0	0	0	10
DWI / IMPRD / DRUGS	0	0	1	0	0	0	0	0	0	0	0	0	0	1
EMOTIONALLY DISTRBD PERSN	0	0	2	2	0	1	3	2	2	1	2	1	3	19
FINGERPRINTING	0	0	0	0	0	0	9	9	3	2	1	2	0	26
FOOT PATROL	0	3	4	4	0	0	0	1	2	3	0	3	4	24
FRAUD	0	0	0	0	0	0	1	3	0	0	0	0	0	4
HARASSMENT	0	0	0	0	0	1	0	1	2	0	1	5	2	12

INSECURE PROPERTY	0	3	3	1	0	0	0	0	0	0	0	0	0	7
JUVENILE	0	0	0	0	1	2	3	3	1	0	0	0	0	10
LARCENY	0	0	0	0	2	0	4	3	4	4	4	1	2	24
LOST AND FOUND	0	1	2	0	1	2	1	2	3	3	1	1	0	17
M/V ACCIDENT	0	0	1	0	1	7	7	11	17	7	2	2	2	57
M/V OFFENSE	0	0	0	0	0	1	0	1	0	1	1	2	2	8
MARIHUANA INVST	0	0	0	0	0	0	0	0	0	1	0	0	0	1
MEDIATION-NO OFFENSE	0	0	1	0	0	0	2	0	1	0	0	0	0	4
MISC CALLS	0	1	2	1	1	5	2	9	8	6	3	3	4	45
MISC OFFENSES	0	1	0	0	0	2	2	1	4	1	0	1	0	12
MISSING PERSON	0	0	0	0	1	1	0	0	0	0	0	0	0	2
NARCO INTEL	0	0	0	0	0	0	0	0	0	0	0	0	1	1
NEIGHBOR CRISIS	0	0	0	0	0	1	1	2	1	1	2	0	0	8
NOISE VIOLATION	0	8	3	1	1	2	1	0	0	5	1	5	6	33
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	0	2	1	0	0	0	3
PARKING VIOLATIONS	0	1	0	0	0	0	1	3	3	1	0	0	0	9
PAROLE NOTIFICATION	0	0	0	0	0	2	3	6	0	0	0	0	0	11
PRISONER TRANSPORT	0	0	0	0	1	7	0	1	0	0	2	0	0	11
PROPERTY RETRIEVAL	0	0	0	0	0	0	1	2	2	1	0	1	1	8
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	3	1	4	0	0	0	0	8
SERVICES	0	4	3	3	1	0	0	2	3	4	0	2	1	23
SEX CRIMES	0	0	0	0	0	0	1	2	2	2	0	0	0	7
SEX OFFNDR REGISTRATION	0	0	0	0	0	11	10	2	4	0	0	0	0	27
SICK LEAVE	0	0	3	8	5	0	3	4	15	5	2	1	4	50
SUSPICIOUS ACTIVITY RPT	0	0	3	0	1	0	1	1	0	0	0	6	1	13
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	1	1	0	2	0	4
TRAFFIC STOP	0	16	13	1	0	1	13	5	1	7	10	37	42	146
TRESPASSING	0	1	3	1	2	1	0	2	1	1	1	0	2	15
WARRANT	0	2	0	0	0	1	0	0	0	2	1	2	0	8
WELFARE CHECK	0	4	2	1	1	5	6	11	4	6	8	7	2	57
Totals:	0	69	63	25	52	89	115	109	108	81	72	104	93	980

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: Jan. 2020

REVENUE SOURCES			CITY REVENUE	DUE OTHERS	TOTAL
Bingo Licenses (City)	25-2540	BINGO	$0.00		$0.00
Bingo Licenses (State)	1-0632	G 0632			$0.00
Bingo License Fees 3%	25-2540	BINGO	$0.00		$0.00
Building Permits	25-2555	PRMTS			$0.00
Circus License	25-2502				$0.00
City Code	12-1255				$0.00
Code Civil Compromise	26-2614				$0.00
Contractor Fees	25-2557	CNTRR			$0.00
Dog Licenses	25-2542	DOGLIC	$272.50		$272.50
State Neuter/Spay Surcharge				$43.00	$43.00
Extract of Records	12-1255	CLERKF	$0.00		$0.00
Game of Chance Lic. (City)	25-2541	GAMCHN			$0.00
Game of Chance Lic. (State)	1-0632	G 0632			$0.00
Gas Permits	15-1540	FIRFEE	$100.00		$100.00
Going Out of Business Lic	25-2509				$0.00
Hauler's License	25-2505	REFLIC	$1,520.00		$1,520.00
Housing Code	21-2110	ZONE			$0.00
Impound Fees	15-1550	PUBPND	$100.00		$100.00
Interest Temp	1124-2401	INTERE	$0.00		$0.00
Jeweler's Licenses	25-2503	VNDLIC			$0.00
Marriage Licenses	25-2545	MARRIA	$157.50	$202.50	$360.00
Notary Fees	12-1255	CLERKF			$0.00
Peddler/Vendor License	25-2503	VNDLIC	$300.00		$300.00
Returned Check Charges	12-1255	CLERKF			$0.00
Sign Permits	25-2590	SIGNPM			$0.00
Specifications	T-30	TP300	$0.00	$5.00	$5.00
Special Use Permits	21-2110	ZONE			$0.00
Subdivision Fee	21-2110	ZONE	$0.00		$0.00
Subdivision Ordinance	12-1255	CLERKF			$0.00
Taxi Operator's Licenses	25-2507	TXIPRT	$375.00		$375.00
Taxi Vehicle Licenses	25-2504	TXIVEH	$500.00		$500.00
Tree/Stump Removal License	25-2508	TREREM	$0.00		$0.00
Vital Statistics	16-1603	VITSTA	$6,504.00		$6,504.00
Zoning Ordinances	21-2110	ZONE			$0.00
Zoning Variances	21-2110	ZONE			$0.00
OTHER REVENUE					
Riverwalk					
1127-2753					$0.00
Auditorium					
1127-2752		G 2752	$0.00		$0.00
Centennial Plaques					
1127-2705					$0.00

Lake Champlain Memorial				
1127-				
RECOVERED FUNDS				
Telephone				
1-1410000-4414				$0.00
Postage				
1-1410000-4470				$0.00
Print & Copy				
1-1410000-4431				$0.00
DISBURSEMENTS:	$9,829.00	$250.50		$10,079.50
US Post Office	$25.50	Check No	1548	
NYS Dept of Health	$202.50	Check No	1549	
NYS Dept of Ag & Mkts	$43.00	Check No	1550	
	TOTAL PAID OTHERS:			$271.00
ADJUSTMENT: NONE				
Shortage/Overage				
Chamberlain (Spec. Deposits)	$5.00	Check No	1551	
Chamberlain (New Revenue)	$9,829.00	Check No	1552	
	Amount Due City Chamberlain:			$9,834.00
Dated at Plattsburgh, New York				$10,105.00

Sylvia Parrotte

Sylvia Parrotte, 3-Feb-20

City Clerk

Joe Ormsby
Ormsby Trucking and Excavating
1725 Rt.22B
Morrisonville, NY 12962

January 29, 2020

Matt Miller
41 City Hall Place
Plattsburgh, NY 12901

Re: Change Order Request Asbestos Quotation- PMLD Building #2

Matt:

MP Environmental Services, Inc. presented this change order proposal to Ormsby Trucking and Excavating as a result vermiculite located in Building 2 and confirmed by KAS, Inc. This material was not identified in the ACM report.

SCOPE OF SERVICES

Asbestos Abatement Activities:

- Clean up of less then 10 SQ of Vermiculite in Building #2

ESTIMATED COST AND BASIS FOR BILLINGS:

The cost to perform the proposed scope of work is presented in the table below.

Item#	Description	Unit	Price
1	ACM Clean-up of less then 10 SQ of Vermiculite in Building 2	Lump Sum	$7,800.00
2	Ormsby Trucking – 15% Overhead and Profit	Lump Sum	$1,170.00
3	Ormsby Trucking – Additional bond cost for override	Lump Sum	$270.00
4	Change Order Request:	Lump Sum	$9,240.00

If you have any questions, please call me at (518) 726-6005.

Respectfully Submitted,
Joe Ormsby

Joe Ormsby
Ormsby Trucking and Excavating
1725 Rt.22B
Morrisonville, NY 12962

AUTHORIZATION/ACCEPTANCE:

If the Proposal is understood and accepted, please initial each page, sign, and return to Ormsby Trucking and Excavating. By accepting and signing the above-referenced Proposal, the Client hereby accepts any and all terms and conditions set forth herein or attached hereto and herby authorizes Ormsby Trucking and Excavating to commence services described in this proposal as defined herein and grants access, at reasonable times, to the described property. This proposal is valid for a period of thirty (30) days. Facsimile and electronic signatures shall and will be considered original signatures.

Name (print)_____ Signature_____

Title _____ Date _____

BASS PRO SHOPS OPEN SERIES OPERATED BY AMERICAN BASS ANGLERS INC.

Host Community Agreement
City of Plattsburgh & Adirondack Coast Visitors Bureau
And American Bass Anglers, Inc.

Agreement between **the City of Plattsburgh & Adirondack Coast Visitors Bureau, 7061 State Route 9 Plattsburgh New York** and American Bass Anglers, Inc. (ABA), P.O. Box 475, Athens, AL; 35612.

Whereas, the **City of Plattsburgh & Adirondack Coast Visitors Bureau** (Host") is desirous of hosting and promoting a Bass Pro Shop Open Series tournament (the "Tournament") on Lake Champlain.

Whereas, ABA, is desirous of conducting and promoting a Bass Pro Shops Open Series bass tournament on Lake Champlain.

Whereas, the parties desire to enter into an agreement concerning responsibilities in relation to said tournament, Anticipated attendance of 100 boat and 200 anglers.

Now therefore, the parties hereto do hereby agree and covenant as follows:

ABA Responsibilities: ABA shall conduct a bass tournament on Lake Champlain on September 26&27, 2020 and launching from **Dock Street Ramp (at the end of Dock Street), Plattsburgh** and shall:

a) Stage and be responsible for all expenses incurred in connection with the Tournament (except for those listed below as the Host's responsibility.)
b) Provide rules and regulations for the Tournament and solicit and acquire all entries for the Tournament.
c) Arrange for all pairings of fishermen and assignment of observers.
d) Pay the expenses of all personnel specifically engaged by ABA to work in connection with the Tournament.
e) Design, arrange, print and distribute the official schedule of events for the Tournament.
f) Brief, supervise and instruct all volunteers (if any) working in connection with the Tournament.

Host Community Responsibilities:

a) Adirondack Coast Visitors Bureau shall pay ABA the sum of $2000.00 to be paid within five (5) days after the conclusion of the Tournament.
b) Provide a meeting room acceptable to ABA at no charge for the Tournament registration and briefing. (Crete Civic Center if available)
c) Use of the Plattsburgh City Marina parking lot and designated docks for the 2 days of the tournament and set up on September 25th.
d) Up to two (2) complimentary hotel rooms for a minimum of two (2) nights. Arrival/and departure dates determined by ABA. (Friday sept 25 and Saturday sept 26)

BASS PRO SHOPS OPEN SERIES OPERATED BY AMERICAN BASS ANGLERS INC.

It is expressly agreed that neither party will incur any expenses in the name of the other party without the express prior written consent of the other party, and that each party shall be liable for the payment of all expenses incurred by it, unless otherwise agreed to between the parties in writing.

At no time shall Host set up displays either at any official ABA function or in and around the weigh-in area without the prior permission of ABA. ABA will have the exclusive right to approve all merchandise and food concessions for the Tournament.

Host will be deemed the host sponsor of the Tournament. The Host cannot assign, transfer, or sell such sponsorship rights to any other party.

During the period August 20, 2020 to September 27, 2020, Host is authorized to use ABA trademarks and logos in a form to be provided by ABA to promote itself as Host of the Community. Each use of ABA trademarks and logos will be subject ABA's prior approval.

Neither party hereto is agent; employee or servant of the other, and this contract is made for the sole purpose of establishing the division of responsibilities in connection with the Tournament and does not in any manner create a partnership between the parties hereto.

Each party shall defend, indemnify and hold the other, its parents' subsidiaries and related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suites, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of:

g) any negligent act, error, or omission of the indemnifying party, its officers, directors, agents, subcontractors, invitees or employees
h) any occupational injury or illness sustained by an employee or agent of the indemnifying party in furtherance of such party's services hereunder;
i) any failure of the indemnifying party to perform its services hereunder in accordance with the highest generally accepted professional standards;
j) any breach of the indemnifying party's material obligations as set forth herein; and
k) any other breach by the indemnifying party of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____day of _____, 2019.

City of Plattsburgh &
Adirondack Coast Visitors Bureau

_____
Mayor Colin Read
City of Plattsburgh

AMERICAN BASS ANGLERS, INC.

_____
Jeff Randall, Tournament Manager
6 Randall dr.
Lake Luzerne NY 12846
256-777-6152

BASS PRO SHOPS OPEN SERIES OPERATED BY AMERICAN BASS ANGLERS INC.

_____

Kristy Kennedy
Director of Tourism
Adirondack Coast Visitors Bureau

MEMORANDUM OF AGREEMENT BETWEEN the City of Plattsburgh & the Adirondack Coast Visitors Bureau, 7061 state route 9, Plattsburgh New York and Reynolds Boats Northern Bass Tournaments.

Whereas, the City of Plattsburgh & Adirondack Coast Visitors Bureau ("Host") is desirous of hosting and promoting a Reynolds Boats Northern Bass tournament, and,

Whereas, Reynolds Boats Northern Bass Tournaments, is desirous of conducting and promoting a bass tournament on Lake Champlain and, whereas, the parties do desire to enter into an agreement concerning responsibilities in relation to said tournament,

Now therefore, the parties hereto do hereby agree and covenant as follows:

1. Reynolds Boats Northern Bass Tournaments shall conduct a bass tournament on Lake Champlain on July 25, 2020 and, (the "Tournament") launching and weighing in at the Dock Street Ramp (at the end of Dock Street), Plattsburgh, NY and it is agreed between the parties that Reynolds Boats Northern Bass Tournaments, in connection with the Tournament, shall:

    a. Stage and be responsible for all expenses incurred in connection with the Tournament (with the exception of those listed below as the Host's responsibility.)
    b. Provide rules and regulations for the Tournament, and solicit and acquire all entries for the Tournament.
    c. Pay the expenses of all personnel specifically engaged by Reynolds Boats Northern Bass Tournaments to work in connection with the Tournament.
    d. Design, arrange, print and distribute the official schedule of events for the Tournament.
    e. Brief, supervise and instruct all volunteers working in connection with the Tournament.

2. The Adirondack Coast Visitors Bureau shall pay Reynolds Boats Northern Bass Tournaments the sum of $1300.00 to be paid within five (5) days after the conclusion of the Tournament, and the City of Plattsburgh shall provide the following at no cost to Reynolds Boats Northern Bass Tournaments:

    a. Provide a space acceptable to Reynolds Boats Northern Bass Tournaments at no charge for the Tournament registration, briefing and awards.

3. It is expressly agreed that neither party will incur any expenses in the name of the other party without the express prior written consent of the other party, and that each party shall be liable for the payment of all expenses incurred by it, unless otherwise agreed to between the parties in writing.

4. Host will be deemed the host sponsor of the Tournament. The Host cannot assign, transfer, or sell such sponsorship rights to any other party.

5. Neither party hereto is agent; employee or servant of the other, and this contract is made for the sole purpose of establishing the division of responsibilities in connection with the Tournament and does not in any manner create a partnership between the parties hereto.

6. Each party shall defend, indemnify and hold the other, its parents' subsidiaries and related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suites, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of:

    a. any negligent act, error, or omission of the indemnifying party, its officers, directors, agents, subcontractors, invitees or employees

b. any occupational injury or illness sustained by an employee or agent of the indemnifying party in furtherance of such party's services hereunder;

c. any failure of the indemnifying party to perform its services hereunder in accordance with the highest generally accepted professional standards;

d. any breach of the indemnifying party's material obligations as set forth herein; and

e. any other breach by the indemnifying party of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___day of _____

_____
Kristy Kennedy, Adirondack Coast Visitors Bureau

_____
Reynolds Boats Northern Bass Tournaments

_____
Mayor Colin Read, City of Plattsburgh

DISCOVER
Plattsburgh

Richard A. Marks
City Chamberlain

Department of Finance
41 City Hall Place
Plattsburgh, NY 12901
518-563-1680 TEL
518-563-1714 FAX
marksr@cityofplattsburgh-ny.gov

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held February 6th, 2020, the following resolution was adopted:

By Councilor ; Seconded by Councilor

WHEREAS, the following resolution was adopted on February 6th, 2020, and

WHEREAS, the Capital Expenditure Plan adopted October 5th, 2017, does include a Water Pollution Control Plant category, and

WHEREAS, the Environmental Manager established a 2018 WRRF Dewatering Improvements project revising the items included in the Water Pollution Control Plant category of the Capital Expenditure Plan adopted October 5th, 2017, and

WHEREAS, the cost of the 2018 WRRF Dewatering Improvements project has been estimated and is being revised by the Environmental Manager for the costs to implement the improvements during 2020, as follows:

	2018 Revised Capital Plan	**2018 Estimated Cost**	**2020 Revised Cost**
WRRF Dewatering Improvements	$ 3,792,000	$ 3,792,000	$ 6,720,000
Total	$ 3,792,000	$ 3,792,000	$ 6,720,000
Project Funding:			
Sewer Capital Reserve	$ 3,042,000	$ 3,042,000	$ 4,290,000
Clean Water WIIA Grant	-	-	1,680,000
NYS ESD Grant	750,000	750,000	750,000
Total	$ 3,792,000	$ 3,792,000	$ 6,720,000

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 6th day of February 2020, as follows:

1) That, the amount of Six Million Seven Hundred Twenty Thousand and 00/100 ($6,720,000.00) Dollars is hereby appropriated for the capital project **2018 WRRF Dewatering Improvements (H8130.63)** for the cost of the project listed above and is hereby authorized to be expended for such purpose.

2) That, Four Million Two Hundred Ninety Thousand and 00/100 ($4,290,000.00) Dollars of such appropriation be advanced by the Sewer Capital Reserve until such time as Clean Water WIIA zero percent bonds can be issued by NYS EFC on behalf of the City to replenish the Sewer Capital Reserve.

3) That, One Million Six Hundred Eighty Thousand and 00/100 ($1,680,000.00) of such appropriation be provided by a grant from the Clean Water WIIA Program funding and, until such time as these grant funds are received, an advance of the amount of the grant is authorized to be made from the Sewer Operating Fund.

4) That, Seven Hundred Fifty Thousand and 00/100 ($750,000.00) Dollars of such appropriation be provided by a NYS ESD Grant and, until such time as these grant funds are received, an advance of the amount of the grant is authorized to be made from the Sewer Operating Fund.

5) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

_____

CITY CLERK

DISCOVER
Plattsburgh

Richard A. Marks
City Chamberlain

Department of Finance
41 City Hall Place
Plattsburgh, NY 12901
518-563-1680 TEL
518-563-1714 FAX
marksr@cityofplattsburgh-ny.gov

At a regular meeting of the Common Council of the City of Plattsburgh, New York, held February 6th, 2020, the following resolution was adopted:

By Councilor ; Seconded by Councilor

WHEREAS, the following resolution was adopted on February 6th, 2020, and

WHEREAS, the Capital Expenditure Plan adopted October 5th, 2017, does include a Water Pollution Control Plant category, and

WHEREAS, the Environmental Manager established a 2018 WRRF Mitigation project not included in the Water Pollution Control Plant category of the Capital Expenditure Plan adopted October 5th, 2017, and

WHEREAS, the cost of the 2018 WRRF Mitigation project has been estimated and is being revised by the Environmental Manager for the costs to begin to implement the improvements during 2020, as follows:

		2018 Capital Plan	2018 Estimated Cost	2020 Revised Cost
WRRF Mitigation		$ -	$ 200,000	$ 1,000,000
	Total	$ -	$ 200,000	$ 1,000,000
Project Funding:				
Sewer Capital Reserve		-	-	$ 750,000
Clean Water WIIA Grant		-	200,000	250,000
	Total	$ -	$ 200,000	$ 1,000,000

Now therefore,

BE IT RESOLVED, by the Common Council of the City of Plattsburgh, New York, this 6th day of February 2020, as follows:

1) That, the amount of One Million and 00/100 ($1,000,000.00) Dollars is hereby appropriated for the capital project **2018 WRRF Mitigation (H8130.64)** for the cost of the project listed above and is hereby authorized to be expended for such purpose.

2) That, Seven Hundred Fifty Thousand and 00/100 ($750,000.00) Dollars of such appropriation be provided by the Sewer Capital Reserve until such time as Clean Water WIIA zero percent bonds can be issued by NYS EFC on behalf of the City to replenish the Sewer Capital Reserve.

3) That, Two Hundred Fifty Thousand and 00/100 ($250,000.00) of such appropriation be provided by a grant from the Clean Water WIIA Program funding and, until such time as these grant funds are received, an advance of the amount of the grant is authorized to be made from the Sewer Operating Fund.

4) That, this resolution takes effect immediately.

On Roll Call,

CERTIFIED A TRUE COPY

_____

CITY CLERK

RIGHT OF ENTRY PROPERTY LICENSE AGREEMENT

THIS AGREEMENT made and entered into this ___th day of February, 2020 by and between Saranac Power Partners, L.P. having an address of 99 Weed Street, Plattsburgh, New York, 12901 ("SPP"), and the City of Plattsburgh, having an address of 41 City Hall Place, Plattsburgh, New York 12901 (the "City") are collectively referred to as the "Parties."

WHEREAS, the City is the owner of certain real property, including a right of way, for the public roadway known as Weed Street, which provides access to the property owned by SPP ("License Area").

WHEREAS, SPP desires to enter the License Area to install and maintain a Stop Sign and other traffic control devices in order to enhance the safety and vehicular operation of vehicles as the utilize the License Area in order to access the property owned by SPP (hereafter "Traffic Control Work"). The intent is for SPP to install a Stop Sign approximately 100 feet from the SPP entrance Gate off Weed Street to allow sufficient time for delivery trucks to safely navigate this area and enter the SPP property.

WHEREAS, SPP and the City desire to enter into this Agreement so that SPP and its agents can enter the License Area and perform the Traffic Control Work.

WHEREAS, SPP will be responsible for paying and compensating employees, agents or subcontractors for the requested Traffic Control Work and the City will have no responsibility to make any payment or compensation to any employee, agent or subcontractor of SPP for the Traffic Control Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Rights Granted

Subject to compliance by SPP of its obligations under this Agreement, as well as compliance with the laws, rules and regulations of the State of New York, the City hereby grants to SPP a revocable, non-exclusive license ("License") to enter the License Area for the sole purpose of performing the Traffic Control Work. Specifically, the City grants SPP permission to install and maintain a Stop Sign approximately 100 feet to the south of the SPP entrance gate. SPP will be exclusively responsible for paying and compensating any employee, agent or subcontractor for the Traffic Control Work, including the purchase of any traffic control devices. The City will not pay any fee, invoice, or other consideration to SPP, its agents, employees or subcontractors for the Traffic Control Work.

2. Nonexclusive of License

The License granted hereunder is nonexclusive. The City continues to own, maintain and control the License Area.

The License granted hereunder is made subject and subordinate to the prior and continuing rights and obligations of the City, its successors and assigns to use the License Area.

3. Term of License

Term. The License granted herein ("License") shall commence on February __, 2020 and shall continue without termination date, unless either Party, in their sole discretion, cancels, annuls or revokes the License. Either party may terminate and revoke this License upon fourteen (14) days' written notice in the sole discretion of either party. If this License is terminated, SPP will promptly remove any Traffic Control devices it has installed.

4. Entry

SPP shall (1) provide the City with no less than two (2) days' prior written notice of Licensee's entry on the License Area and also obtain the City's written permission for the specific location and design of any Traffic Control Devices, (2) perform the Traffic Control Work in a good and workmanlike manner in compliance with all applicable laws and professional standards which govern the installation of traffic control devices, (3) return the site to a natural and non-hazardous condition, (4) prior to entering the License Area, deliver to the City evidence that SPP or its contractor has no less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death, and property damage, and naming the City as an additional insured, and (4) indemnify and hold the city harmless for any claim, injury, or action which accrues as a result of the Traffic Control Work performed under this License.

5. Governing Law

The rights and liability of the parties under this license shall be interpreted in accordance with the laws of the State of New York.

6. Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement.

7. Relationship

The parties intend by this Agreement to establish the relationship of licensee and licensor only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensee and licensor. In the event there is a dispute between SPP and any of its agents, subcontractors or employees regarding the payment or compensation for any work performed in the License Area, then SPP agrees to not place any lien on the License Area or make any claim against the City of Plattsburgh for payment or compensation.

8. Invalidity of Provisions

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

9. Service of Notice

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified United States Mail, Return Receipt Requested, restricted delivery, postage prepaid, and (a) and (b) if intended for the City, shall be addressed to:

The City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

And (b) if intended for SPP, shall be addressed to:

Saranac Power Partners, LP
Attn: John Gokey
99 Weed Street
Plattsburgh, NY 12901

Or to such other address as either party may have furnished to the other as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the United States mail.

10. No Assignment Permitted

The rights hereby granted are granted to SPP, only and SPP shall have no right to assign any of its rights under this Agreement.

11. Amendments

No waivers, alterations or modifications of this Agreement shall be valid unless in writing, duly executed by both SPP and the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

OWNER:

The City of Plattsburgh

By: _____
Colin L. Read, Mayor

Saranac Power Partners, L.P.

By: _____
John Gokey, General Manager